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***Attorneys for Defendant  
LEAFWARE LLC***

**IN THE UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA  
SACRAMENTO DIVISION**

VERTERRA, LTD. and  
MICHAEL DWORK, an Individual

Plaintiffs and  
Counter-Defendants,

v.

LEAFWARE LLC,  
Defendant and  
Counter-Plaintiff.

Civil Action No.: 2:23-cv-00290-DAD-KJN

**ORDER GRANTING STIPULATION  
FOR PROTECTIVE ORDER**

1 **STIPULATION FOR PROTECTIVE ORDER**

2 1. **PURPOSES AND LIMITATIONS**

3 Disclosure and discovery activity in this action are likely to involve production of  
4 confidential, proprietary, or private information for which special protection from public disclosure  
5 and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly,  
6 the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective  
7 Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures  
8 or responses to discovery and that the protection it affords from public disclosure and use extends  
9 only to the limited information or items that are entitled to confidential treatment under the  
10 applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that  
11 this Stipulated Protective Order does not entitle them to file confidential information under seal;  
12 Local Rule 141 sets forth the procedures that must be followed and the standards that will be applied  
13 when a party seeks permission from the court to file material under seal.

14 This Action is likely to involve valuable commercial, financial, and/or proprietary  
15 information for which special protection from public disclosure and from use for any purpose other  
16 than prosecution and/or resolution of this Action is warranted. Such information includes, among  
17 other things, confidential business or financial information, information regarding confidential  
18 business practices, or other confidential commercial information (including information implicating  
19 privacy rights of third parties), and information otherwise generally unavailable to the public, or  
20 which may be privileged or otherwise protected from disclosure under state or federal statutes, court  
21 rules, case decisions, or common law. This Action is also likely to involve confidential financial  
22 information and tax returns for which special protection from the public disclosure and from use for  
23 any purpose other than prosecution and/or resolution of this Action is warranted. Accordingly, to  
24 expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality  
25 of discovery materials, to adequately protect information the parties are entitled to keep confidential,  
26 to ensure that the parties are permitted reasonable necessary uses of such material in preparation for  
27 and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends  
28 of justice, a protective order for such information is justified in this matter. It is the intent of the

1 parties that information will not be designated as confidential for tactical reasons and that nothing  
2 be so designated without a good faith belief that it has been maintained in a confidential, non-public  
3 manner, and there is good cause why it should not be part of the public record of this case.

4 2. DEFINITIONS

5 2.1 Challenging Party: a Party or Non-Party that challenges the designation of  
6 information or items under this Order.

7 2.2 “CONFIDENTIAL” Information or Items: information (regardless of how it is  
8 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of  
9 Civil Procedure 26(c).

10 2.3 Counsel (without qualifier): Outside Counsel of Record (as well as their support  
11 staff).

12 2.5 Designating Party: a Party or Non-Party that designates information or items that it  
13 produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “CONFIDENTIAL  
14 – ATTORNEYS’ EYES ONLY”

15 2.6 Disclosure or Discovery Material: all items or information, regardless of the medium  
16 or manner in which it is generated, stored, or maintained (including, among other things, testimony,  
17 transcripts, and tangible things), that are produced or generated in disclosures or responses to  
18 discovery in this matter.

19 2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to  
20 the litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or as  
21 a consultant in this action, (2) is not a past or current employee of a Party or of a Party’s competitor,  
22 and (3) at the time of retention, is not anticipated to become an employee of a Party or of a Party’s  
23 competitor.

24 2.8 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items:  
25 extremely sensitive “Confidential Information or Items,” disclosure of which to another Party or  
26 Non-Party would create a substantial risk of serious harm that could not be avoided by less  
27 restrictive means.

28 2.10 Non-Party: any natural person, partnership, corporation, association, or other legal

1 entity not named as a Party to this action.

2 2.11 Outside Counsel of Record: attorneys who are not employees of a party to this action  
3 but are retained to represent or advise a party to this action and have appeared in this action on  
4 behalf of that party or are affiliated with a law firm which has appeared on behalf of that party.

5 2.12 Party: any party to this action, including all of its officers, directors, employees,  
6 consultants, retained experts, and Outside Counsel of Record (and their support staffs).

7 2.13 Producing Party: a Party or Non-Party that produces Disclosure or Discovery  
8 Material in this action.

9 2.14 Professional Vendors: persons or entities that provide litigation support services  
10 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,  
11 storing, or retrieving data in any form or medium) and their employees and subcontractors.

12 2.15 Protected Material: any Disclosure or Discovery Material that is designated as  
13 “CONFIDENTIAL,” or as “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

14 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material from a  
15 Producing Party.

16 3. SCOPE

17 The protections conferred by this Stipulation and Order cover not only Protected Material  
18 (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all  
19 copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony,  
20 conversations, or presentations by Parties or their Counsel that might reveal Protected Material.  
21 However, the protections conferred by this Stipulation and Order do not cover the following  
22 information: (a) any information that is in the public domain at the time of disclosure to a Receiving  
23 Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of  
24 publication not involving a violation of this Order, including becoming part of the public record  
25 through trial or otherwise; and (b) any information known to the Receiving Party prior to the  
26 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the  
27 information lawfully and under no obligation of confidentiality to the Designating Party. Any use  
28 of Protected Material at trial shall be governed by a separate agreement or order.

4. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and defenses in this action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber or retard the case development process or to impose unnecessary expenses and burdens on other parties) expose the Designating Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection at all or do not qualify for the level of protection initially asserted, that Designating Party must promptly notify all other parties that it is withdrawing the mistaken designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (*see, e.g.,* second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix the legend "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS' EYES ONLY" to each page.

A Party or Non-Party that makes original documents or materials available for inspection

1 need not designate them for protection until after the inspecting Party has indicated which material  
 2 it would like copied and produced. During the inspection and before the designation, all of the  
 3 material made available for inspection shall be deemed “CONFIDENTIAL – ATTORNEYS’ EYES  
 4 ONLY.” After the inspecting Party has identified the documents it wants copied and produced, the  
 5 Producing Party must determine which documents, or portions thereof, qualify for protection under  
 6 this Order. Then, before producing the specified documents, the Producing Party must affix the  
 7 appropriate legend (“CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”)  
 8 to each page that contains Protected Material

9 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the  
 10 Designating Party identify on the record, before the close of the deposition, hearing, or other  
 11 proceeding, all protected testimony and specify the level of protection being asserted. When it is  
 12 impractical to identify separately each portion of testimony that is entitled to protection and it  
 13 appears that substantial portions of the testimony may qualify for protection, the Designating Party  
 14 may have up to 28 days after receipt of the transcript to identify the specific portions of the testimony  
 15 as to which protection is sought and to specify the level of protection being asserted. Only those  
 16 portions of the testimony that are appropriately designated for protection within the 28 days shall  
 17 be covered by the provisions of this Stipulated Protective Order. Alternatively, a Designating Party  
 18 may specify, at the deposition or up to 28 days afterwards, that the entire transcript shall be treated  
 19 as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

20 Any transcript that is prepared before the expiration of a 28-day period for designation shall  
 21 be treated during that period as if it had been designated “CONFIDENTIAL – ATTORNEYS’  
 22 EYES ONLY” in its entirety unless otherwise agreed. After the expiration of that period, the  
 23 transcript shall be treated only as actually designated.

24 (c) for information produced in some form other than documentary and for any other tangible  
 25 items, that the Producing Party affix in a prominent place on the exterior of the container or  
 26 containers in which the information or item is stored the legend “CONFIDENTIAL” or  
 27 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”. If only a portion or portions of the  
 28 information or item warrant protection, the Producing Party, to the extent practicable, shall identify

the protected portion(s) and specify the level of protection being asserted.

5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time. Unless a prompt challenge to a Designating Party's confidentiality designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process by providing written notice of each designation it is challenging and describing the basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must recite that the challenge to confidentiality is being made in accordance with this specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must begin the process by conferring directly within 14 days of the date of service of notice. In conferring, the Challenging Party must explain the basis for its belief that the confidentiality designation was not proper and must give the Designating Party an opportunity to review the designated material, to reconsider the circumstances, and, if no change in designation is offered, to explain the basis for the chosen designation. A Challenging Party may proceed to the next stage of the challenge process only if it has engaged in this meet and confer process first or establishes that the Designating Party is unwilling to participate in the meet and confer process in a timely manner.

6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court intervention, the Challenging Party shall file and serve a motion to challenge confidentiality under Local Rule 233 (and in compliance with Local Rule 141, if applicable) within 21 days of the initial



notice of challenge or within 14 days of the parties agreeing that the meet and confer process will not resolve their dispute, whichever is earlier. Each such motion must be accompanied by a competent declaration affirming that the movant has complied with the meet and confer requirements imposed in the preceding paragraph. Any motion brought pursuant to this provision must be accompanied by a competent declaration affirming that the movant has complied with the meet and confer requirements imposed by the preceding paragraph.

Frivolous challenges and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this case only for prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the litigation has been terminated, a Receiving Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation;

(b) the officers, directors, and employees of the Receiving Party to whom disclosure is reasonably necessary for this litigation and who have signed the "Acknowledgment and Agreement



1 to Be Bound” (Exhibit A);

2 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably  
3 necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be  
4 Bound” (Exhibit A);

5 (d) the Court and its personnel;

6 (e) court reporters and their staff, professional jury or trial consultants, and Professional  
7 Vendors to whom disclosure is reasonably necessary for this litigation;

8 (f) during a deposition or at trial, if counsel has a good faith basis to believe the witness has  
9 previously seen the documents or information being disclosed and whom counsel has a good faith  
10 belief that disclosure is reasonably necessary (witnesses may not retain a copy of documents  
11 containing “CONFIDENTIAL” information, except witnesses may receive a copy of all exhibits  
12 marked at their deposition in connection with review of the transcripts and return or destroy exhibits  
13 containing “CONFIDENTIAL” information thereafter); and

14 (g) during a deposition or at trial, the author or recipient of a document containing the  
15 information or a custodian or other person who otherwise possessed or knew the information.

16 7.3 Disclosure of “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or  
17 Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a  
18 Receiving Party may disclose any information or item designated “CONFIDENTIAL –  
19 ATTORNEYS’ EYES ONLY” only to:

20 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of  
21 said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for  
22 this litigation;

23 (b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for this  
24 litigation, and (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
25 A), and (3) as to whom the procedures set forth in Section 7.4(a), below, have been followed;

26 (c) the Court and its personnel;

27 (d) court reporters and their staff, professional jury or trial consultants, and Professional  
28 Vendors to whom disclosure is reasonably necessary for this litigation; and

1 (e) during a deposition or at trial, the author or recipient of a document containing the  
2 information or a custodian or other person who otherwise possessed or knew the information.

3 7.4 Procedures for Approving or Objecting to Disclosure of “CONFIDENTIAL –  
4 ATTORNEYS’ EYES ONLY” Information or Items to Experts.

5 (a) Unless otherwise ordered by the court or agreed to in writing by the Designating Party,  
6 a Party that seeks to disclose to an Expert (as defined in this Order) any information or item that has  
7 been designated “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to Section 7.3(b)  
8 first must serve on the Designating Party a copy of the executed “Acknowledgment and Agreement  
9 to Be Bound” (Exhibit A) and a notice that (1) attaches a copy of the Expert’s current resume, (2)  
10 identifies the Expert’s current employer(s), (3) identifies each person or entity from whom the  
11 Expert has received compensation or funding for work in his or her areas of expertise or to whom  
12 the expert has provided professional services, including in connection with a litigation, at any time  
13 during the preceding five years, and (4) identifies (by name and number of the case, filing date, and  
14 location of court) any litigation in connection with which the Expert has offered expert testimony,  
15 including through a declaration, report, or testimony at a deposition or trial, during the preceding  
16 five years.

17 (b) A Party that provides the information specified in the preceding respective paragraphs  
18 may disclose the subject Protected Material to the Expert unless, within 10 days of delivering the  
19 request, the Party receives a written objection from the Designating Party. Any such objection must  
20 set forth in detail the grounds on which it is based.

21 (c) A Party that receives a timely written objection must meet and confer with the  
22 Designating Party to try to resolve the matter by agreement within seven (7) days of the written  
23 objection. If no agreement is reached, the objecting Party may file a motion with the Court within  
24 fourteen (14) days of the Parties’ meet and confer, or within such other time as the Parties may  
25 agree, seeking a protective order with respect to the proposed disclosure. The objecting Party shall  
26 have the burden of proving the need for a protective order. No disclosure shall occur until all such  
27 objections are resolved by agreement or Court order.

28 In any such proceeding, the Party opposing disclosure to the Expert shall bear the burden of

1 proving that the risk of harm that the disclosure would entail (under the safeguards proposed)  
2 outweighs the Receiving Party's need to disclose the Protected Material to its Designated Expert.

3 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
4 LITIGATION

5 If a Party is served with a subpoena or a court order issued in other litigation that compels  
6 disclosure of any information or items designated in this action as "CONFIDENTIAL" or  
7 "CONFIDENTIAL – ATTORNEYS' EYES ONLY" that Party must:

8 (a) promptly notify in writing the Designating Party. Such notification shall include a copy  
9 of the subpoena or court order;

10 (b) promptly notify in writing the party who caused the subpoena or order to issue in the  
11 other litigation that some or all of the material covered by the subpoena or order is subject to this  
12 Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

13 (c) cooperate with respect to all reasonable procedures sought to be pursued by the  
14 Designating Party whose Protected Material may be affected.

15 If the Designating Party timely seeks a protective order, the Party served with the subpoena  
16 or court order shall not produce any information designated in this action as "CONFIDENTIAL" or  
17 "CONFIDENTIAL – ATTORNEYS' EYES ONLY" before a determination by the court from  
18 which the subpoena or order issued, unless the Party has obtained the Designating Party's  
19 permission. The Designating Party shall bear the burden and expense of seeking protection in that  
20 court of its confidential material – and nothing in these provisions should be construed as authorizing  
21 or encouraging a Receiving Party in this action to disobey a lawful directive from another court.

22 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS  
23 LITIGATION

24 (a) The terms of this Order are applicable to information produced by a Non-Party in  
25 this action and designated as "CONFIDENTIAL" or "CONFIDENTIAL – ATTORNEYS' EYES  
26 ONLY". Such information produced by Non-Parties in connection with this litigation is protected  
27 by the remedies and relief provided by this Order. Nothing in these provisions should be construed  
28 as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-

1 Party's confidential information in its possession, and the Party is subject to an agreement with the  
2 Non-Party not to produce the Non-Party's confidential information, then the Party shall:

3 1. promptly notify in writing the Requesting Party and the Non-Party that some  
4 or all of the information requested is subject to a confidentiality agreement with a Non-Party;

5 2. promptly provide the Non-Party with a copy of the Stipulated Protective  
6 Order in this litigation, the relevant discovery request(s), and a reasonably specific description of  
7 the information requested; and

8 3. make the information requested available for inspection by the Non-Party.

9 (c) If the Non-Party fails to object or seek a protective order from this court within 14  
10 days of receiving the notice and accompanying information, the Receiving Party may produce the  
11 Non-Party's confidential information responsive to the discovery request. If the Non-Party timely  
12 seeks a protective order, the Receiving Party shall not produce any information in its possession or  
13 control that is subject to the confidentiality agreement with the Non-Party before a determination  
14 by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
15 of seeking protection in this court of its Protected Material.

16 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

17 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
18 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,  
19 the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized  
20 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c)  
21 inform the person or persons to whom unauthorized disclosures were made of all the terms of this  
22 Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to  
23 Be Bound" that is attached hereto as Exhibit A.

24 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED  
25 MATERIAL

26 If, at any time, a Producing Party discovers that it produced information that it reasonably  
27 believes is subject to a claim of privilege or other protection, then it must promptly notify each  
28 Receiving Party of the claim of privilege or other protection, the basis for it, amend its privilege log,

1 if any, accordingly, and comply with Federal Rule of Civil Procedure 26(b)(5). Whenever possible,  
2 the Producing Party must produce substitute information that redacts the information subject to the  
3 claimed privilege or other protection. The Receiving Party must thereupon comply with Federal  
4 Rule of Civil Procedure 26(b)(5) as to the information subject to the claimed privilege or other  
5 protection.

6 12. MISCELLANEOUS

7 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek  
8 its modification by the Court in the future.

9 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order  
10 no Party waives any right it otherwise would have to object to disclosing or producing any  
11 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no  
12 Party waives any right to object on any ground to use in evidence of any of the material covered by  
13 this Protective Order.

14 12.3 Filing Protected Material. Without written permission from the Designating Party or  
15 a court order secured after appropriate notice to all interested persons, a Party may not file in the  
16 public record in this action any Protected Material. A Party that seeks to file under seal any Protected  
17 Material must comply with Local Rule 141. Protected Material may only be filed under seal pursuant  
18 to a court order authorizing the sealing of the specific Protected Material at issue.

19 13. FINAL DISPOSITION

20 Within 60 days after the final disposition of this action, as defined in Section 4, each  
21 Receiving Party must, to the extent commercially reasonable, return all Protected Material to the  
22 Producing Party or destroy such material. As used in this subdivision, "all Protected Material"  
23 includes all copies, abstracts, compilations, summaries, and any other format reproducing or  
24 capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
25 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
26 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work  
27 product, and consultant and expert work product, even if such materials contain Protected Material.  
28 Any such archival copies that contain or constitute Protected Material remain subject to this

Protective Order as set forth in Section 4 (DURATION).

By: /s/Michael Erbele  
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*\*\*Merchant & Gould is operating as an  
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**ATTESTATION**

I attest under penalty of perjury that I have obtained consent to file this document from every signatory, above.

DATED: October 5, 2023

/s/Michael Erbele  
Counsel for Plaintiff

**ORDER**

Pursuant to the stipulation, IT IS SO ORDERED.

Dated: October 6, 2023

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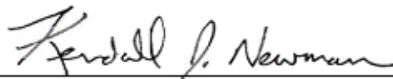
  
KENDALL J. NEWMAN  
UNITED STATES MAGISTRATE JUDGE



EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read  
in its entirety and understand the Stipulated Protective Order that was issued by the United States  
District Court for the Eastern District of California on [date] in the case of *VerTerra, LTD. et al. v. Leafware LLC*, No. 2:23-cv-00290-DAD-KJN. I agree to comply with and to be bound by all the  
terms of this Stipulated Protective Order and I understand and acknowledge that failure to so  
comply could expose me to sanctions and punishment in the nature of contempt. I solemnly  
promise that I will not disclose in any manner any information or item that is subject to this  
Stipulated Protective Order to any person or entity except in strict compliance with the provisions  
of this Order.

I further agree to submit to the jurisdiction of the United States District Court for  
the Eastern District of California for the purpose of enforcing the terms of this Stipulated  
Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and telephone number]  
as my California agent for service of process in connection with this action or any proceedings  
related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_  
[printed name]

Signature: \_\_\_\_\_  
[signature]